

DRAFT

**CONTRACT BETWEEN CITY OF SUNNYVALE AND SYNAGRO-WWT, INC.
FOR BIOSOLIDS REMOVAL**

THIS CONTRACT, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation of the State of California ("CITY"), and SYNAGRO-WWT, INC, a Maryland corporation ("CONTRACTOR").

RECITALS:

The parties to this Contract have mutually covenanted and agreed, as follows:

1. Contract Documents. The complete Contract consists of the following documents which are incorporated by reference: Request for Proposals No. F0510-25, including; Proposer Response Pages completed by CONTRACTOR, including attachments; all required insurance certificate(s) and endorsement(s); and a Performance Bond. The documents comprising the complete contract are collectively referred to as the Contract Documents. Any and all obligations of CITY and CONTRACTOR are fully set forth and described in the Contract Documents.
2. The Work. CONTRACTOR agrees to furnish all labor, supervision, methods and processes, implements, tools, machinery, equipment, transportation and materials necessary to perform the services set forth in Exhibit "A", attached and incorporated by reference, in a good and workmanlike manner and in strict conformity with the Contract Documents.
3. Contract Price. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for the work above agreed to be done at the rates set forth in Exhibit "B" attached and incorporated by reference.
4. Permits; Compliance with Law. CONTRACTOR shall, at its own expense, obtain all necessary permits and licenses for the completion of the work, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.
5. Extra or Additional Work and Changes. At any time during the contract term, CITY shall have the right to request alterations, additions to, or deviations or omissions from the Contract Documents; and the rates for such additional or changed work shall be adjusted by a fair and reasonable valuation, agreed to in writing by CITY and CONTRACTOR. Contractor shall perform no extra or additional work or alter or deviate from the work specified herein unless agreed in writing by City. Extra work to which City has not agreed in advance in writing will not be compensated by City.
6. • Contract Term. The term of this contract shall be from June 1, 2006 through May 31, 2007, unless otherwise terminated. The contract maybe extended by two (2) one year periods if the CONTRACTOR and CITY can reach agreement on price increases and changes in work scope.

7. Termination. CITY may provide written notice to CONTRACTOR and its surety of CITY's intention to terminate the contract under one or more of the following conditions:

- A. CONTRACTOR is adjudged a bankrupt;
- B. CONTRACTOR make a general assignment for the benefit of creditors;
- C. A receiver is appointed on account of insolvency;
- D. CONTRACTOR or any subcontractors violate any of the provisions of the Contract.

The notice shall contain the reason(s) for CITY's intention to terminate the Contract. CONTRACTOR shall be given ten (10) days after serving such notice to cease the violation described in the notice or to make satisfactory arrangements for correction of the violation. Otherwise, the Contract shall cease and terminate at the end of the ten (10) day period.

In the event of any such termination, CITY shall immediately serve written notice thereof upon surety and CONTRACTOR; and the surety shall have the right to take over and perform the contract, provided that the surety informs CITY, in writing, of its intent to do so within fifteen (15) days after it was served the notice of termination or that the surety commences performance of the contract within thirty (30) days after it was served the notice of termination. Should the surety fail to take one or both of these actions, CITY may take over and complete the work by contract or by any other method it deems advisable, for the account and at the expense of CONTRACTOR. CONTRACTOR and its surety shall be liable to CITY for any cost incurred in the completion of the work which exceeds the original contract price. In such event, CITY may, without liability for so doing, take possession of and use such materials, equipment and other property belonging to CONTRACTOR as may be on the site and necessary for the performance of the work.

8. Notices

All notices required by the Contract shall be in writing, and shall be personally delivered or sent by first class mail, postage prepaid or by commercial courier, addressed as follows:

To CITY: Lorrie Gervin
 Public Works/Environmental Services
 CITY OF SUNNYVALE
 P. O. Box 3707
 Sunnyvale, CA 94088-3707

To CONTRACTOR: Synagro-WWT, Inc.
 Attn: John Pugliaresi
 1800 Bering Drive, Suite # 1000
 Houston, TX 77057

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail or commercial carrier, or hand delivered.

Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

9. Assignment. Neither party shall assign or sublet any portion of the Contract without the prior written consent of the other party.

10. Contract Security. CONTRACTOR shall furnish a surety bond in an amount of One Hundred Thousand and no/100 Dollars (\$100,000.00) as security for the faithful performance of the Contract.

11. Insurance.

CONTRACTOR shall take out and maintain throughout the life of the Contract, at its own expense and from an admitted insurer authorized to operate in California, Workers' Compensation and Employer's Liability Insurance for its employees. The amount of insurance shall not be less than \$1,000,000 per accident for bodily injury or disease.

CONTRACTOR shall take out and maintain throughout the life of the Contract, at its own expense and from an admitted insurer authorized to operate in California, such Commercial General Liability Insurance as shall protect CONTRACTOR, CITY, its officials, officers, directors, employees, and agents from claims which may arise from work performed under the Contract, whether such work is performed by CONTRACTOR, by CITY, its officials, officers, directors, employees, or agents or by anyone directly or indirectly employed by either. The amount of insurance shall not be less than the following: Single limit coverage applying to bodily and personal injury liability and property damage - \$1,000,000.

The liability insurance shall include, but shall not be limited to:

- Protection against claims arising from bodily and personal injury and damage to property, resulting from CONTRACTOR's or CITY's operations, and use of owned or non-owned automobiles.
- Coverage on an "occurrence" basis.
- Broad form property damage liability. Deductible shall not exceed \$5000 without prior written approval of the CITY.
- Notice of cancellation to City at least thirty (30) days prior to the cancellation effective date.

The following endorsements shall be attached to the liability insurance policy:

- The policy shall cover complete contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property damage shall be eliminated.
- CITY shall be named as additional named insured with respect to the work to be performed under the Contract.
- The coverage shall be primary insurance so that no other insurance effected by CITY will be called upon to contribute to a loss under this coverage.

12. Indemnification. CONTRACTOR shall indemnify, defend and hold harmless CITY and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the work described in the Contract Documents, caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of CITY.

13. CONTRACTOR's Guarantee. CITY shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to the work site or other City-owned equipment or property any part thereof or in, on or about the same during CONTRACTOR's performance of work under this contract.

CONTRACTOR unqualifiedly guarantees the first-class quality of all work performed by CONTRACTOR, or by any subcontractor, under this Contract. CONTRACTOR also unqualifiedly guarantees that the work performed by CONTRACTOR will conform with the Contract Documents and any written authorized deviations therefrom. In case of any defect in work, CONTRACTOR will forthwith remedy such defect or defects without cost to CITY.

14. Liquidated Damages. Time shall be the essence of this contract. If CONTRACTOR fails to perform the work, within the agreed-upon time, CONTRACTOR shall become liable to CITY for liquidated damages in the sum of two hundred and fifty dollars (\$250) per day for the first ten (10) days and five hundred dollars (\$500) per day thereafter for each and every calendar day during which work was delayed beyond the agreed-upon time. The amount specified as liquidated damages is presumed to be the amount of damage sustained by CITY since it would be impracticable or extremely difficult to fix the actual damage. The amount of liquidated damages may be deducted by CITY from moneys due CONTRACTOR; and CONTRACTOR and its surety shall be liable to CITY for any excess.

15. Force Majeure. Both parties shall be relieved of responsibility when extraordinary events beyond the control of the parties prevents one or both parties from fulfilling their obligations under the contract, including:

- acts of God, landslides, lightning, earthquakes, hurricanes, tornadoes, blizzards and other adverse and inclement weather, fires, explosions, floods, acts of a public enemy, wars, blockades, insurrections, riots or civil disturbances;
- labor disputes, strikes, Work slowdowns, or Work stoppage;
- orders or judgements of any Federal, State or local court, administrative agency or governmental body, if not the result of willful or negligent action of the party relying thereon;
- any other similar cause or event, including a change in law, regulation, ordinance or permit, provided that the foregoing is beyond the reasonable control of the party claiming Force Majeure.

If, because of Force Majeure any party's cost is increased by more than 15% or any party hereto is rendered unable, wholly or in part, to carry out its obligations under this Contract, then such party shall give to the other party prompt written notice of the Force Majeure with reasonable full details concerning it; thereupon the obligation of the of the party giving the notice, so far as they are affected by the Force Majeure, shall be suspended during,

but no longer than, the continuance of the Force Majeure. The affected party shall use all possible diligence to remove the Force Majeure as quickly as possible, but his obligation shall not be deemed to require the settlement of any strike, lockout, or other labor difficulty contrary to the wishes of the party involved.

IN WITNESS WHEREOF, the parties have executed this contract.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

APPROVED AS TO FORM:

SYNAGRO-WWT, INC.
("CONTRACTOR")

By _____
City Attorney

By _____

Name and Title

By _____

Name and Title

EXHIBIT A DETAILED PROJECT SPECIFICATIONS

1.1 BACKGROUND AND SCOPE

Contractor shall furnish all labor, supervision, methods and processes, implements, tools, machinery, equipment, transportation and materials to load, transport, unload, and beneficially reuse or dispose of stabilized dewatered wastewater biosolids (the Work) from the City of Sunnyvale Water Pollution Control Plant (the City), located at 1444 Borregas Ave, Sunnyvale, California. A location map for the site is presented in Attachment E. The work shall be carried out in accordance with these specifications. The biosolids shall be beneficially reused (or properly disposed) at a site to be specified by the Contractor. The estimated maximum annual quantity of biosolids to be removed is 2500 tons (wet weight), at a minimum of 14 percent total solids. However, the actual amount of biosolids produced may be less.

The City prefers that biosolids be beneficially reused, except for biosolids removed from the storage lagoon, which are to be loaded and transported to the City's biosolids monofill. The City considers land application of biosolids as a soil amendment, use at a landfill for alternative daily or final cover, or other approved reuse methods to constitute beneficial reuse.

1.2 THE MATERIAL

The material consists of anaerobically digested and dewatered wastewater biosolids and anaerobically digested biosolids removed from the WPCP's digesters during cleaning operations.

1.2.1 Anaerobically Digested and Dewatered Wastewater Biosolids

Anaerobically digested biosolids are dewatered using a gravity drainage tile dewatering system. Subject to weather conditions, the material may be further dried on the adjacent asphalt paved drying area. The material directly off the dewatering beds contains between 16 and 20 percent solids and weighs approximately 1,800 pounds per cubic yard. After further drying, the solids content typically ranges from 35 to 70 percent total solids. Prior to removal by the Contractor, City staff will stockpile the material within the paved drying area. The City estimates that between 500 and 1,500 tons (wet weight) of biosolids will require removal and beneficial reuse from the paved drying area annually.

1.2.2 Anaerobically Digested Biosolids Removed from Digesters During Cleaning Operations

During digester cleaning operations, the contents of a digester may be pumped directly to the storage lagoon without dewatering. The contents are then held for a period of approximately one year. It is anticipated that these biosolids will dry to an overall average concentration of approximately 20 percent total solids by the time of removal. However, Contractor should expect to encounter variability in solids content within the storage lagoon material. It may be necessary to mix and blend higher and lower concentration materials to facilitate excavation and loading. If the storage lagoon is used, it is estimated that up to 500 tons of material will be present at the time of removal and distributed over the surface of the lagoon (i.e. not stockpiled). The dimensions of the lagoon are approximately 500 ft. by 100 ft. at the expected elevation of the sludge surface. The average depth of sludge, as calculated from those dimensions, will be less than one-half foot. Current estimates are that removal of biosolids will be required every second year. Biosolids from the storage lagoon shall be transported to the City's biosolids monofill as described in Section 1.4.1.

1.2.3 Biosolids Quality

Biosolids from the both of the sources described in the previous two sub-sections are non-hazardous, based on the criteria described in CCR Section 66261, Title 22. Both materials also meet the 40 CFR Part 503 requirements for Class B biosolids land application. Results of analytical testing for the materials are included as Attachment D.

The wastewater biosolids may contain trace contaminants and pathogenic microorganisms. The City of Sunnyvale has carried out, and will continue to carry out, sampling and analysis as required by State and federal regulations. However, the City cannot guarantee the condition, quantity, or quality of the biosolids. Quantity, content and nature of the biosolids material may change, depending on the type of wastewater influent received for processing and other factors. Any additional verification testing required by the reuse site shall conducted by the Contractor at its own expense.

1.3 EQUIPMENT REQUIREMENTS

Contractor shall provide adequate equipment to perform the Work. Contractor shall furnish only experienced and skilled operators for equipment.

Contractor shall be solely responsible for the condition of its equipment. Only equipment in good working condition as judged by the City is acceptable. The City may reject pieces of equipment found to be in unsatisfactory condition.

In the event of any rejection by the City, Contractor shall remove the unsatisfactory equipment and replace it with good and acceptable equipment.

The Contractor shall conspicuously mark each tractor/trailer unit used in performing the services described in this Request for Proposals with the maximum legal weight of the unit when loaded and a corresponding "full load" indicator inside the trailer to guide loading.

The City shall not be responsible for damage to or theft of any property of Contractor or Contractor's agents on or off the City's property.

1.4 LOADING, POSSESSION, TRANSPORTATION AND UNLOADING

Upon request from the City (see Section 1.4.2), Contractor shall load and remove biosolids from stockpiles in the asphalt drying area, utilizing equipment which meets the requirements specified in Section 1.3. The material shall be transported and beneficially reused. Biosolids from the storage lagoon shall be collected, loaded, transported, and unloaded at the City's biosolids monofill as described in Section 1.4.1 below.

Prior to removal of any biosolids, the Contractor shall verify with City staff that one or more representative samples have been collected for total solids analysis.

Biosolids shall be removed within fourteen (14) calendar days of City's issuance of a written or verbal request to the Contractor's designated representative. If, at any time during the contract period, Contractor is not capable of removing accumulated biosolids within fourteen (14) days of issuance of such a request by the City, or within an alternate time schedule agreed to by both parties within fourteen (14) days of the request, the City may invoke the liquidated damages provisions contained in the Request for Proposals.

Contractor shall be responsible for all loading, transportation and unloading using Contractor's own equipment. Contractor shall transport the biosolids to the reuse site(s), where they shall be utilized in accordance with site-specific permits (or equivalent) and in accordance with applicable local, State, and federal regulations. Biosolids loaded and transported to the City's monofill site shall be unloaded in the area designated by the City.

Contractor is responsible for all local, State, and federal regulatory requirements for the lawful transport and unloading of the wastewater biosolids. Contractor shall verify that each load does not exceed the legal weight limit for the respective equipment being loaded prior to removing the trailer from the site. Contractor shall not exceed the gross highway weight allowance in pounds when loaded, based on the length of the truck (bridge law) or 80,000 lbs, whichever is lower.

Contractor shall be responsible for controlling and abating any odor, dust, spillage, insect, vermin, or any other nuisance arising from the operation. The City will provide water and a washdown area for use by Contractor to keep the loading site and trailers clean and free of spillage.

Any spillage or discharge of material at the treatment plant or on public roads shall be promptly cleaned up by Contractor. If the City is required to clean up the spillage, all costs incurred will be deducted from monies owed to the Contractor.

Contractor shall prepare a Contingency Plan for responding to accidents or spills and submit this plan to the City for approval within twenty (20) calendar days from the date of issuance of Notice of Award to Contractor. See Attachment G for components of a typical Contingency Plan.

Hauling operations shall be performed in such a manner as to minimize the impact on existing Water Pollution Control Plant operations. Proposed haul routes and hours of operation shall be provided to the City prior to start of work. Such routes and hours of operation shall comply with all governmental agency requirements in the jurisdictions associated with this operation.

1.4.1 Removal of Biosolids from Storage Lagoon

Upon request by the City, the Contractor shall collect and remove biosolids that have accumulated in the storage lagoon since the previous removal, transport and unload this material at the City's biosolids monofill, at location(s) specified by the City. Removal of biosolids from the storage lagoon will typically be needed in the early fall of every second year. The monofill is located on the opposite side of Carl Road from the WPCP's biosolids processing area (see Site Map, Attachment F). Contractor shall restore the lagoon bottom to the original contours and repair any damage to berms and access roads resulting from Contractor's activities. The Contractor shall take care not to damage the monofill's membrane liner.

Interstitial water may drain from the biosolids during the removal process. Contractor shall consider this possibility and include mitigating measures, if required, in its proposal pricing. Accumulated water may be left in the north lagoon or pumped to drainage pump station located at the west end of the paved drying area, if necessary. The sludge dewatering system's drainage collections system may also be utilized for this purpose, provided that such use does not interfere with dewatering operations.

1.4.2 Biosolids Removal Schedule

The City may request that the Contractor remove some or all of the biosolids at any time (or at multiple times) between the months of May and October. The City strives to air dry the dewatered biosolids to the greatest extent possible prior to removal and will typically call for the Contractor to remove the bulk of the biosolids in September. However, because space is limited in the paved drying area, the removal schedule may vary from year to year. Removal of biosolids from the north lagoon is normally scheduled for September or early October, but may also vary.

1.5 CLEANUP AND RESTORATION OF JOB SITE

Contractor shall be responsible for the cleanup and restoration of the job site, haul routes and disposal site involved in the work subject to final inspection and acceptance by the City prior to final payment under the contract.

Contractor shall be responsible for the care and preservation of City property and adjacent or coterminous property. Any parts of such property injured, damaged or disturbed as a result of the work shall be restored in a manner acceptable to the City at Contractor's expense. This includes, but is not limited to, damages to liner system at the City's monofill.

1.6 RESPONSIBILITY FOR BENEFICIAL REUSE OR LANDFILL DISPOSAL

Contractor shall be responsible for transporting the biosolids to the Contractor-specified reuse site(s) or landfill disposal in a safe, clean manner and in accordance with all laws and regulations. Any permits, permit fees, other fees, or taxes shall be the responsibility of Contractor.

The biosolids shall become the property of Contractor at the time it is placed on Contractor's transportation equipment. Contractor shall thereafter be responsible for the transportation, beneficial use or landfill disposal in a lawful manner and in accordance with the Regional Water Quality Control Board, the State Department of Health Services, the State Solid Waste Management Board, the Bay Area Air Quality Management District, and any other applicable local, State and federal agency requirements.

1.7 PERMITS

Before commencing work, Contractor shall submit to the City copies of all permits required by other governmental agencies for performing the work of loading, transporting and beneficially reusing or landfilling the biosolids.

For beneficial reuse, the permits shall include the permit or approval issued to the specified beneficial reuse site by the Regional Water Quality Control Board and other governmental agencies concerned (including, where applicable, County agencies), as necessary to specifically authorize the proposed beneficial use at the designated site(s).

For landfilling or use as landfill cover, Contractor shall provide documentation indicating that the specified landfill meets the design criteria specified in 40 CFR 258, Subtitle D and indicating that the biosolids material meets the Waste Acceptance Criteria (WAC), as defined by the Regional Water Quality Control Board, for the specified landfill. Such documentation shall be provided before commencing the Work. Any additional sampling and analyses required to demonstrate that the material meets the WAC for the specified landfill shall be Contractor's responsibility.

1.8 DOCUMENTATION

Contractor shall prepare an annual report to the City containing data on the annual quantities, totals, loads, bills of lading and other relevant information gathered during the performance of the work. The report shall be submitted to the City by February 1 of the following year.

For those biosolids that are transported for beneficial reuse, the annual report shall provide documentation necessary for EPA 503 regulatory reporting requirements. This information shall include, but is not limited to, an application map of the reuse site showing the sections where City biosolids was applied during the prior year and documentation of the biosolids application rates.

1.9 RESPONSIBILITY OF CONTRACTOR

The City assumes no responsibility whatsoever for loss or damage of equipment owned or operated by the Contractor, its agents, or employees.

All safety orders, rules, and recommendations of the Division of Industrial Safety of the Department of Industrial Relations of the State of California applicable to the work specified in this Request for Proposals shall be obeyed and enforced by Contractor. Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations.

1.10 WORK PLAN

Contractor shall submit a Work Plan for approval by the City a minimum of twenty (20) calendar days prior to the start of work. The Work Plan shall address in detail the following items and any other items that Contractor or City deems appropriate:

1. Description of proposed equipment
2. Description of removal and loading operation
3. Hauling Plan (include routes, hours of operation and emergency spill plan.)
4. Description of disposal or reuse site(s)

1.11 INVOICES

During those months when biosolids are hauled, the Contractor shall furnish monthly invoices. For each truckload, the invoices shall include the hauling date, certified weigh tag, and destination. Upon verification that the required information has been provided, the invoice will be approved for payment.

EXHIBIT B

Request for Proposals No. F0510-25
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PROPOSER RESPONSE PAGES FOR BIOSOLIDS LOADING, TRANSPORTATION AND DISPOSAL OR REUSE

Honorable City Council
City of Sunnyvale
Sunnyvale, California

The undersigned proposer hereby offers to complete the specified services for the following price(s) in strict compliance with the specifications, terms and conditions set forth in this Request for Proposals.

I. UNIT PRICE FOR BIOSOLIDS REMOVED FROM PAVED DRYING AREA

<u>Description</u>	<u>Unit Price, \$/Ton</u>	<u>Unit Price Written in Words</u>
LOADING AND TRANSPORTATION:		
A. Unit price per ton	<u>\$25.00</u>	<u>Twenty Five Dollars and Zero Cents</u>
B. State and local taxes, if applicable	<u>\$0</u>	<u>Zero</u>
C. Subtotal (A+B)	<u>\$25.00</u>	<u>Twenty Five Dollars and Zero Cents</u>
UNLOADING AND REUSE OR DISPOSAL:		
D. Unit price per ton	<u>\$14.69</u>	<u>Fourteen Dollars and Sixty Nine Cents</u>
E. State and local taxes, if applicable	<u>\$0</u>	<u>Zero</u>
F. Subtotal (D+E)	<u>\$14.69</u>	<u>Fourteen Dollars and Sixty Nine Cents</u>
G. Total Unit Price (C+F)	<u>\$39.69</u>	<u>Thirty Nine Dollars and Sixty Nine Cents</u>
Range of quantities for which Total Unit Price Applies, tons/year:		<u>500 - 1,500 Tons</u>

II. UNIT PRICE FOR BIOSOLIDS REMOVED FROM STORAGE LAGOON

<u>Description</u>	<u>Unit Price, \$/Ton</u>	<u>Unit Price Written in Words</u>
LOADING, TRANSPORTATION, UNLOADING:		
A. Unit price per ton	<u>\$36.21</u>	<u>Thirty Six Dollars and Twenty One Cents</u>
B. State and local taxes, if applicable	<u>\$0</u>	<u>Zero</u>
C. Total Unit Price (A+B)	<u>\$36.21</u>	<u>Thirty Six Dollars and Twenty one cents</u>
Range of quantities for which Total Unit Price Applies, tons/year:		<u>400 - 500</u>

Fuel Adjustment: Effective April 1, July 1, October 1 and January 1 of each year, the transportation fee will be adjusted by the change in the State of California Index for Retail Fuel Prices for Northern California as follows: The baseline for the calculation of price increases for changes in fuel costs shall be \$3.00 per gallon. The index is available on the internet at <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>.

The price per ton shall be increased or reduced on a quarterly basis as follows:

For every \$.01 change in the index, the per ton price will be adjusted up or down by \$.018 for biosolids managed as class b waste. The following table identifies the effective dates of fuel price adjustment and the indexes to be used.

Effective Date of Fuel Price Adjustment	Beginning Index	Ending Index
April 1, 2006	\$3.00 per gallon	March 31, 2006
July 1, 2006	March 31, 2006	June 30, 2006
October 1, 2006	June 30, 2006	September 30, 2006
January 1, 2007	September 30, 2006	December 31, 2006
April 1, 2007	December 31, 2006	March 31, 2007
July 1, 2007	March 31, 2007	June 30, 2007
October 1, 2007	June 30, 2007	September 30, 2007
January 1, 2008	September 30, 2007	December 31, 2007
April 1, 2008	December 31, 2007	March 31, 2008
July 1, 2008	March 31, 2008	June 30, 2008
October 1, 2008	June 30, 2008	September 30, 2008

In the event the above index becomes unavailable, the parties will agree to a suitable replacement index or other mutually agreeable means for calculating the fuel adjustment.

ADDITIONAL INFORMATION

1. Company Name Synagro West, Inc.
2. Address 4993 Golden Foothill Pkwy., #2, El Dorado Hills, CA 95762
3. Sunnyvale Business License Number 047340
4. Number of Years Performing the Specified Work 27
5. Business Organization (Check One):
 - ☐ Individual Proprietorship
 - ☐ Partnership
 - ☒ Corporation
 - ☐ Other _____

If incorporated, provide the following information:

Date of incorporation 6/23/1999 State of incorporation Delaware

Names and Titles of All Officers and Directors Please refer to the attached listing of officers and directors.

If an individual or partnership, provide the following information:

Formation date of Company n/a

Name and address of all partners, indicating whether they are general or limited partners:

n/a

6. Tax ID Number 76-0612566
7. Payment Terms Net 30
8. Indicate whether proposer has ever failed to complete any contract awarded to it. If so, note when, where and why. Attach additional sheets, if necessary.

No.
9. Indicate whether proposer has been or is the subject of a bankruptcy or insolvency proceeding or subject to assignment for the benefit of creditors.

No.

10. List subcontractors, if any, who will perform work under this contract. Attach additional sheets, if necessary.

A. Company Lone Tree Trucking
Location Byron, California
Describe work to be subcontracted Transportation of biosolids

B. Company _____
Location _____
Describe work to be subcontracted _____

C. Company _____
Location _____
Describe work to be subcontracted _____

11. List three organizations for whom proposer performed similar work of a similar scope in the last five (5) years.

A. Organization Union Sanitary District
Location Union City, California
Contact Person Dave Livingston Telephone Number 510-477-7560

Describe work performed by proposer Load, transport and reuse approximately 22,000 tons of biosolids
per year.

Date work was performed 1995 - present

B. Organization Stockton, City of/OMI
Location Stockton, California
Contact Person Steve Giddings Telephone Number 209-937-8781

Describe work performed by proposer Load, transport and reuse approximately 25,000 tons of biosolids
per year. 1998 - present

C. Organization Watsonville, City of
Location Watsonville, CA
Contact Person Kevin Silviera Telephone Number 831-768-3175

Describe work performed by proposer Load, transport and reuse approximately 9,000 tons of biosolids
per year. 2001 - present

ADDENDA

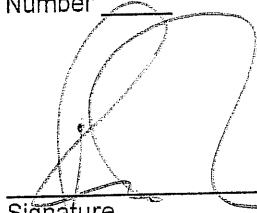
Proposer acknowledges receipt of the following Addenda:

Number _____ Date _____

Number _____ Date _____

Number _____ Date _____

SIGNATURE



Signature

President

Title

Robert C. Boucher

Name (printed or typed)

December 12, 2005

Date

713-369-1700

Telephone Number

713-369-1750

Fax Number